

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tree Room LLC		09/09/2010	LTD LIAB JT ST CO: ARIZONA
RECEIVING PARTY DATA			
Name:	Zynga Game Network Inc		
Street Address:	365 Vermont Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77920777	CITYVILLE	
Serial Number:	77920782	TOWNVILLE	
CORRESPONDENCE DATA			
Fax Number:	(858)272-0221		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8582720220		
Email:	trademarks@ipla.com		
Correspondent Name:	John M. Kim		
Address Line 1:	1940 Garnet Avenue		
Address Line 2:	Suite 230		
Address Line 4:	San Diego, CALIFORNIA 92109		
NAME OF SUBMITTER:	Jed Ritchey		
Signature:	/Jed Ritchey/		
Date:	02/28/2011		

OP \$65.00 77920777

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TRADEMARK  
REEL: 004487 FRAME: 0785

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT AND SETTLEMENT AGREEMENT

This Trademark Assignment and Settlement Agreement ("Agreement") is entered into effective September 9th, 2010 ("Effective Date") by and between Tree Room, LLC, an Arizona Limited Liability Company located at 7975 N Hayden Rd, Suite D354, Scottsdale, AZ 85258 ("Tree Room") and Zynga Game Network Inc., a Delaware corporation located at 365 Vermont Street, San Francisco, California 94103 ("Zynga").

### RECITALS

A. WHEREAS, Tree Room is the owner of record of the United States Trademark Applications for CITYVILLE and TOWNVILLE set forth on Exhibit A, attached hereto and incorporated herein by this reference (the "Applications"). Tree Room may also own common law rights to the trademarks CITYVILLE and TOWNVILLE.

B. WHEREAS, Zynga has filed requests for extension of time to file oppositions to Tree Room's Applications.

C. WHEREAS, the parties now wish to resolve any and all controversies between them.

D. WHEREAS, Tree Room is desirous of assigning to Zynga all right, title, interest and goodwill in the Applications and any related common law rights. Zynga is desirous of accepting such assignment.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

### AGREEMENT

#### I. Assignment.

- a. Tree Room hereby assigns to Zynga all right, title and interest in and to the Applications set forth on Exhibit A, together with that portion of its business

relating to the marks and the goodwill appurtenant thereto. Tree Room agrees to deliver all papers, instruments and assignments and to perform any other reasonable acts Zynga may require in order to vest all right, title and interest in and to the Applications, and any related common law rights, to Zynga and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Tree Room.

- b. Within ten (10) days of Tree Room's execution and delivery of this Agreement and the assignment document attached hereto as Exhibit B to Zynga, Zynga shall pay to Tree Room US\$25,000.00.

2. Tree Room's Undertakings.

- a. Tree Room agrees to permanently cease and desist, now and in the future, any use of the CITYVILLE or TOWNVILLE marks or any confusingly similar derivation thereof, anywhere in the world, to identify any product or service.
- b. Tree Room agrees to permanently dispose of all marketing materials and/or products or merchandise that bear the CITYVILLE or TOWNVILLE marks.
- c. Tree Room understands, agrees and hereby acknowledges that Zynga owns all right, title and interest in the trademarks CITYVILLE and TOWNVILLE for computer software, entertainment services, social networking services, apparel and related merchandise. Tree Room shall not take any action contesting or in any way impairing or tending to impair any part of Zynga's right, title and interest in and to the CITYVILLE or TOWNVILLE trademarks, or any other Zynga trademark, and will not now or in the future oppose any trademark application for CITYVILLE or TOWNVILLE filed by Zynga anywhere in the world.

3. Release of Claims

a. Tree Room Release

Tree Room, on behalf of itself and its successors and assigns, hereby fully and forever releases Zynga from any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that it may possess arising from any omission, acts, or facts that have occurred up until and including the Effective Date of this Agreement, including, without limitation, any and all claims relating to or arising from past use of the CITYVILLE and TOWNVILLE marks. This release does not extend to any obligations incurred under this Agreement.

Tree Room acknowledges that it has been advised by counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Tree Room, being aware of said code section, agrees to expressly waive any rights it may have thereunder, as well as under any other statute or common law principles of similar effect.

b. Zynga Release. Subject to Tree Room's full and complete performance of all of its obligations under this Agreement, and in reliance upon the representations made by Tree Room herein, Zynga, its employees, personal representatives, assigns, heirs and attorneys, hereby release Tree Room from any and all claims relating to its use and/or intended use of the CITYVILLE and TOWNVILLE marks.

4. Confidentiality. Each party will treat this Agreement and its terms as strictly confidential. The parties, for themselves and for their respective officers, directors and employees, each covenant and agree that they will not take any action or make any statement about the other, the intent or reasonably foreseeable effect of which would be, directly or indirectly, to impair the good name or goodwill of the other. Nothing in this paragraph, however, shall prohibit either party from disclosing the relevant terms of this Agreement: (i) in confidence to its representatives, attorneys, auditors or others who, in the ordinary course of such party's business, are required to know the terms of this Agreement, or (ii) as may be necessary to comply with applicable laws, regulations or court order. In the event that a party discloses the terms of this Agreement as provided under clause (i) of this paragraph, such party shall require the recipient of the disclosure to agree to the restrictions of this paragraph.

5. Publicity. Tree Room shall not make any news release, advertisement, public communication, response to media inquiry or other public statement regarding this Agreement or its terms without the prior written consent of Zynga. If Tree Room is contacted by the media concerning the terms of this Agreement, it shall not disclose any terms of this Agreement.

6. Choice of Law; Venue; Attorneys Fees. This Agreement shall be governed by and construed under the laws of the State of California and the United States. The exclusive jurisdiction and venue of any action with respect to this Agreement shall be the United States District Court for the Northern District of California or the San Francisco Superior Court and each party submits itself to the jurisdiction of such court. In the event an action is initiated to interpret or enforce this Agreement by any party hereto, the prevailing party shall be entitled to its reasonable attorney's fees and all costs of suit incurred.

7. Binding Effect. This Agreement is binding on each of the parties, their successors, assigns, and related persons and companies.

8. Counterparts. This Agreement may be executed by the parties hereto in multiple counterparts, each of which shall be deemed an original and all of which together shall be one and the same document. This Agreement shall enter into force on the Effective Date and shall extend for an indefinite time, unless terminated in accordance herewith.

9. Validity. If any one or more clauses of this Agreement is later held invalid or unenforceable, the validity of the remaining clauses shall not be affected, and the parties shall replace by mutual agreement any such clause held invalid or unenforceable.

10. Integration. This Agreement encompasses the entire agreement and understanding between the parties hereto and supersedes any and all prior understandings or agreements, whether written or oral. Any modification to this Agreement must be in a singular writing signed by duly authorized representatives of each party hereto to be binding upon either party.

11. Scope. The scope of this Agreement shall be worldwide.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

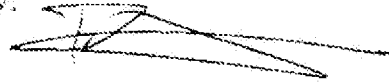
Dated: September 9, 2010

Assignor

Robert Nelson, CEO

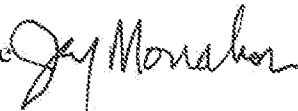
Tree Room, LLC

By:



Dated: September 10, 2010

Assignee



Zynga Game Network Inc.

By:

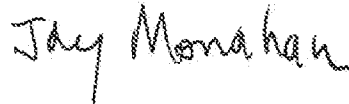


EXHIBIT A

1. CITYVILLE, Serial No. 77/920,777

# Cityville

<b>Word Mark</b>	CITYVILLE
<b>Goods and Services</b>	IC 041. US 100 101 107. G & S: Entertainment services, namely, providing on-line computer games via the Internet
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	77920777
<b>Filing Date</b>	January 26, 2010
<b>Current Filing Basis</b>	1B
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	June 8, 2010
<b>Owner</b>	(APPLICANT) Tree Room, LLC LIMITED LIABILITY COMPANY ARIZONA 9237 E Via de Ventura, Suite 135 Scottsdale ARIZONA 85282
<b>Attorney of Record</b>	George D. Morgan
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE



2. TOWNVILLE, Serial No. 77/920,782

# Townville

<b>Word Mark</b>	TOWNVILLE
<b>Goods and Services</b>	IC 041. US 100 101 107. G & S: Entertainment services, namely, providing on-line computer games via the Internet
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	77920782
<b>Filing Date</b>	January 26, 2010
<b>Current Filing Basis</b>	1B
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	June 8, 2010
<b>Owner</b>	(APPLICANT) Tree Room, LLC LIMITED LIABILITY COMPANY ARIZONA 9237 E Via de Ventura, Suite 135 Scottsdale ARIZONA 85258
<b>Attorney of Record</b>	George D. Morgan
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

EXHIBIT B

U.S. TRADEMARK ASSIGNMENT

WHEREAS, Tree Room, LLC, an Arizona Limited Liability Company located at 7975 N Hayden Rd, Suite D354, Scottsdale, AZ, 85258 ("Assignor") is the owner of the following trademarks: CITYVILLE, Application Serial No. 77/920,777 and TOWNVILLE, Application Serial No. 77/920,782 (together, the "Marks");

WHEREAS, Zynga Game Network Inc., a Delaware corporation located at 365 Vermont Street, San Francisco, California 94103 ("Assignee") is desirous of acquiring said Marks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

AGREEMENT

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks and all related rights. Assignee accepts such assignment.
2. Execution and Delivery. Assignor agrees to execute and deliver all papers, instruments and assignments and to perform any other reasonable acts the Assignee may require in order to vest all right, title and interest in and to the Marks and any related rights to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

WHEREFORE, the parties have executed this trademark assignment effective September 9, 2010.

Assignor

Robert Nelson, CEO  
Tree Room, LLC

By: 

Assignee

  
Zynga Game Network Inc.

By: 